

## **Assent of Assignees**

**Statement under 37 CFR 3.73(b)**

Application No.: 10/699,563

Docket No.: 5998-0506PUS3

Docket No.: 5998-0506PUS3  
(PATENT)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of:  
Bradford Van Wagenen et al.

Application No.: 10/699,563

Confirmation No.: 1604

Filed: November 3, 2003

Art Unit: 1625

For: HETEROPOLYCYCLIC COMPOUNDS AND  
THEIR USE AS METABOTROPIC  
GLUTAMATE RECEPTOR ANTAGONISTS

Examiner: Z. N. Davis

**ASSENT OF ASSIGNEES TO INVENTORSHIP CORRECTION**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

This letter is filed as part of a petition under 37 C.F.R. § 1.48(a). The above-identified application is assigned to the following two entities:

First Assignee: NPS PHARMACEUTICALS, INC.

Address: 383 Colorow Drive  
Salt Lake City, UT 84108 USA

Second Assignee: ASTRAZENECA AB

Address: SE-151 85 Södertälje, Sweden

A first Assignment by the original inventors to NPS Pharmaceuticals in the parent application USSN 10/076,618 was recorded at Reel 012758 / Frame 0798. Copies of two other executed assignments by newly added inventors and assigning 50% to AstraZeneca AB are also attached.

The Assignees hereby assent to the correction of inventorship described in a Petition to Add Inventors filed with a Request for Continued Examination on December 6, 2005.

|                                       |                              |       |
|---------------------------------------|------------------------------|-------|
| I. NAMES AND SIGNATURES OF ASSIGNEES  |                              |       |
| AstraZeneca AB                        | By: _____<br>Name:<br>Title: | Date: |
| II. NAMES AND SIGNATURES OF WITNESSES |                              |       |
| Name:                                 | Signature:                   | Date: |
| Name:                                 | Signature:                   | Date: |

|  |   |                 |
|--|---|-----------------|
| III. NAMES AND SIGNATURES OF ASSIGNEES |   |                 |
| NPS Pharmaceuticals, Inc.              | By: <u>Barton W. Giddings</u><br>Name: Barton W. Giddings<br>Title: Assistant corporate secretary | Date: 12-7-2005 |
| IV. NAMES AND SIGNATURES OF WITNESSES  |   |                 |
| Name: <u>Leslie Lancaster</u>          | Signature: <u>[Signature]</u>   | Date: 12-7-2005 |
| Name: <u>Traci McFarland</u>           | Signature: <u>[Signature]</u>   | Date: 12-7-2005 |

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant: Bradford Van Wagenen et al.

Application No.: 10/699,563 Filed Date: November 3, 2003

Entitled: HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUTAMATE RECEPTOR ANTAGONISTS

NPS PHARMACEUTICALS, Inc., a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or
2. ☒ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is 50 %
- in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 012758,  
Frame 0798, and for which a copy thereof is attached. Also attached are copies of two other relevant assignments.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:
1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
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- ☐ Additional documents in the chain of title are listed on a supplemental sheet.
- ☒ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Barton W. Giddings  
Signature

4 January 2006  
Date

Barton W. Giddings  
Printed or Typed Name

801-583-4949  
Telephone Number

Assistant Corporate Secretary  
Title

Application No.: 10/699,563

Docket No.: 5998-0506PUS3

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(PATENT)

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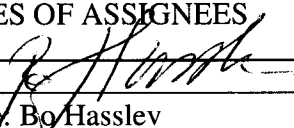
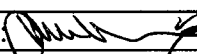
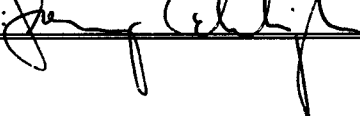
Address: 383 Colorow Drive  
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Second Assignee: ASTRAZENECA AB

Address: SE-151 85 Södertälje, Sweden

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| AstraZeneca AB                        | By: <br>Name: Bo Hasslev<br>Title: Director IP Finance & IS | Date: |
| II. NAMES AND SIGNATURES OF WITNESSES |  |       |
| Name: Ann-Sofie Sternås               | Signature:    | Date: |
| Name: Sonya Celebioglu                | Signature:   | Date: |

|  |                              |       |
|--|------------------------------|-------|
| III. NAMES AND SIGNATURES OF ASSIGNEES |                              |       |
| NPS Pharmaceuticals, Inc.              | By: _____<br>Name:<br>Title: | Date: |
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| Name:                                  | Signature:                   | Date: |
| Name:                                  | Signature:                   | Date: |

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Applicants: Bradford Van Wagenen et al.

Application No.: 10/699,563 Filed Date: November 3, 2003

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ASTRAZENECA AB, a Corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☐ the assignee of the entire right, title, and interest; or  
2. ☒ an assignee of less than the entire right, title and interest.

The extent (by percentage) of its ownership interest is 50 %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 012758,  
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The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

  
Signature

\_\_\_\_\_  
Date

Bo Hasslev  
Printed or Typed Name

\_\_\_\_\_  
Telephone Number

Director, IP Finance & Info.  
Title

## **ASSIGNMENT – WORLDWIDE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to as "ASSIGNOR") hereby sells, assigns, and transfers, unto each of

AstraZeneca AB  
SE-151 85  
Södertälje, Sweden

AND

NPS Pharmaceuticals, Inc.  
383 Colorow Drive  
Salt Lake City, Utah 84108 United States of America

(hereinafter referred to singly and collectively as "ASSIGNEE") their successors and assigns, equal, undivided and joint 50% exclusive rights, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to:

**HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC  
GLUMATE RECEPTOR ANTAGONISTS**

as set forth in this United States Patent Application Serial No. 10/076,618 filed February 19, 2002, as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, including but not limited to the list of applications shown in Table A below, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.



TABLE A

| <b>Application #:</b> | <b>Filing Date</b> | <b>Country Code</b> |
|-----------------------|--------------------|---------------------|
| 2002306517            | 19-Aug-2003        | AU                  |
| PI0207390-0           | 20-Aug-2003        | BR                  |
| 2,438,991             | 20-Aug-2003        | CA                  |
| 2221-2005             | 31-Aug-2005        | CL                  |
| 02808416.0            | 19-Feb-2002        | CN                  |
| 03071563              | 20-Aug-2003        | CO                  |
| 02787093.0            | 19-Sep-2003        | EP                  |
| 04103079.4            | 30-Apr-2004        | HK                  |
| W-00200301831         | 18-Sep-2003        | ID                  |
| 157,491               | 20-Aug-2003        | IL                  |
| 01328/DELNP/2003      | 21-Aug-2003        | IN                  |
| 1252/DEL/2003         | 10-Oct-2003        | IN                  |
| 6922                  | 20-Aug-2003        | IS                  |
| 2002-567930           | 19-Aug-2003        | JP                  |
| 10-2003-7010972       | 21-Aug-2003        | KR                  |
| PA/a/2003/007513      | 21-Aug-2003        | MX                  |
| 20033711              | 19-Feb-2002        | NO                  |
| 527691                | 19-Aug-2003        | NZ                  |
| 1-2003-500762         | 12-Aug-2003        | PH                  |
| P-369598              | 20-Aug-2003        | PL                  |
| 2003128535            | 22-Sep-2003        | RU                  |
| 200305450-9           | 19-Aug-2003        | SG                  |
| 2003088019            | 27-Aug-2003        | UA                  |
| 60/269,847            | 21-Feb-2001        | US                  |
| 10/076,618            | 19-Feb-2002        | US                  |
| 10/699,563            | 03-Nov-2003        | US                  |
| PCT/US02/04689        | 19-Feb-2002        | WO                  |
| 2003/6493             | 20-Aug-2003        | ZA                  |

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE,

its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

|  |                              |       |
|--|------------------------------|-------|
| <i>NAMES AND SIGNATURES OF ASSIGNEES</i> |                              |       |
| AstraZeneca AB                           | By: _____<br>Name:<br>Title: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |                              |       |
| Name:                                    | Signature:                   | Date: |
| Name:                                    | Signature:                   | Date: |

|  |                              |       |
|--|------------------------------|-------|
| <i>NAMES AND SIGNATURES OF ASSIGNEES</i> |                              |       |
| NPS Pharmaceuticals, Inc.                | By: _____<br>Name:<br>Title: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |                              |       |
| Name:                                    | Signature:                   | Date: |
| Name:                                    | Signature:                   | Date: |


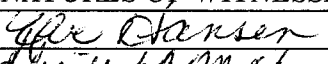
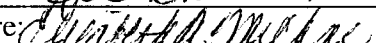
| <i>NAMES AND SIGNATURES OF INVENTORS</i>   |            |       |
|--|------------|-------|
| Name: Ian EGLE<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i>   |            |       |
| Name:  | Signature: | Date: |
| Name:  | Signature: | Date: |

| <i>NAMES AND SIGNATURES OF INVENTORS</i>   |            |       |
|--|------------|-------|
| Name: Louise EDWARDS<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i>   |            |       |
| Name:  | Signature: | Date: |
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| <i>NAMES AND SIGNATURES OF INVENTORS</i>   |            |       |
|--|------------|-------|
| Name: Tomislav<br>STEFANAC<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i>   |            |       |
| Name:  | Signature: | Date: |
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| <i>NAMES AND SIGNATURES OF INVENTORS</i>  |            |       |
|---|------------|-------|
| Name: Tao XIN<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature: | Date: |
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| Name:   | Signature: | Date: |
| Name:   | Signature: | Date: |

| <i>NAMES AND SIGNATURES OF INVENTORS</i>  |            |       |
|---|------------|-------|
| Name: Jalaj ARORA<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature: | Date: |
| <i>NAMES AND SIGNATURES OF WITNESSES</i>  |            |       |
| Name:   | Signature: | Date: |
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| <i>NAMES AND SIGNATURES OF INVENTORS</i>  |  |                   |
|---|--|-------------------|
| Name: William F.<br>MICHNE<br>c/o AstaZeneca Wilmington,<br>1800 Concord Pike, P.O.<br>Box 15437 Wilmington,<br>Delaware 19850-5437,USA | Signature:<br> | Date:<br>12/23/05 |
| <i>NAMES AND SIGNATURES OF WITNESSES</i>  |  |                   |
| Name: Eve Hansen  | Signature:     | Date: 12/23/05    |
| Name: Elizabeth A. Michne   | Signature:     | Date: 12/23/05    |

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ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE,

its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.


ASSIGNOR HEREBY GRANTS to the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

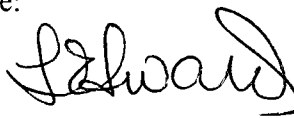
ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.




| <i>NAMES AND SIGNATURES OF ASSIGNEES</i> |  |             |
|--|--|-------------|
| AstraZeneca AB                           | By: _____<br>Name: _____<br>Title: _____ | Date: _____ |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |  |             |
| Name: _____                              | Signature: _____                         | Date: _____ |
| Name: _____                              | Signature: _____                         | Date: _____ |


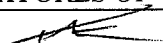
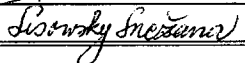
| <i>NAMES AND SIGNATURES OF ASSIGNEES</i> |  |                               |
|--|--|-------------------------------|
| NPS Pharmaceuticals, Inc.                | By: <u>Edward F. Nemeth</u><br>Name: Edward F. Nemeth<br>Title: Chief Scientific Officer | Date: <u>8 Dec 05</u>         |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |  |                               |
| Name: <u>Teresa A. Beck</u>              | Signature: _____   | Date: <u>December 8, 2005</u> |
| Name: <u>Lisowsky Snezana</u>            | Signature: <u>Lisowsky Snezana</u>   | Date: <u>December 8, 2005</u> |

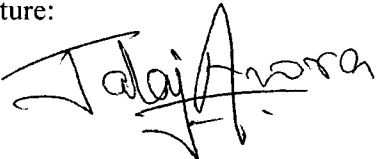
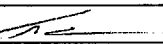

| NAMES AND SIGNATURES OF INVENTORS  |  |                                  |
|--|--|----------------------------------|
| Name: Ian EGLE<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature:  | Date: Dec. 7 / 05                |
| NAMES AND SIGNATURES OF WITNESSES  |  |                                  |
| Name: <del>Teresa A. Beck</del>  | Signature: <del>[Signature]</del>  | Date: <del>December 7 / 05</del> |
| Name: Snejana Lisowsky   | Signature: Snejana Lisowsky  | Date: December 7, 05             |

| NAMES AND SIGNATURES OF INVENTORS  |  |                                   |
|--|--|-----------------------------------|
| Name: Louise EDWARDS<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature:  | Date: Dec 7 / 05                  |
| NAMES AND SIGNATURES OF WITNESSES  |  |                                   |
| Name: <del>Teresa A. Beck</del>  | Signature: <del>[Signature]</del>  | Date: <del>December 7, 2005</del> |
| Name: Snejana Lisowsky   | Signature: Snejana Lisowsky  | Date: December 7, 05              |

| NAMES AND SIGNATURES OF INVENTORS   |   |                                   |
|---|---|-----------------------------------|
| Name: Tomislav STEFANAC<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature:  | Date: Dec. 7, 2005                |
| NAMES AND SIGNATURES OF WITNESSES   |   |                                   |
| Name: <del>Teresa A. Beck</del>   | Signature: <del>[Signature]</del>   | Date: <del>December 7, 2005</del> |
| Name: <del>Dec. 7, 2005</del> <del>TAO</del>  | Signature: <del>[Signature]</del>   | Date: <del>Dec. 7, 2005</del>     |

TAO XIN

| NAMES AND SIGNATURES OF INVENTORS   |   |                      |
|---|---|----------------------|
| Name: Tao XIN<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature:  | Date: Dec. 7, 2005   |
| NAMES AND SIGNATURES OF WITNESSES   |   |                      |
| Name: Teresa A. Beck  | Signature:   | Date: December 7, 05 |
| Name: Lisovsky Snezhana   | Signature:   | Date: December 7, 05 |

| NAMES AND SIGNATURES OF INVENTORS   |   |                        |
|---|---|------------------------|
| Name: Jalaj ARORA<br>c/o NPS Allelix Corp.<br>6850 Goreway Drive<br>Mississauga, Ontario, L4V<br>1V7 Canada | Signature:  | Date: Dec. 07/05       |
| NAMES AND SIGNATURES OF WITNESSES   |   |                        |
| Name: Teresa A. Beck  | Signature:   | Date: December 7, 2005 |
| Name: Dec. 7, 2005<br>TAO XIN   | Signature:   | Date: Dec. 7, 2005     |

| NAMES AND SIGNATURES OF INVENTORS  |            |       |
|--|------------|-------|
| Name: William F.<br>MICHNE<br>c/o AstaZeneca AB<br>SE-151 85<br>Södertälje, Sweden | Signature: | Date: |
| NAMES AND SIGNATURES OF WITNESSES  |            |       |
| Name:  | Signature: | Date: |
| Name:  | Signature: | Date: |

## **ASSIGNMENT – WORLDWIDE**

Whereas, the inventors, Bradford C. VAN WAGENEN, Thomas M. STORMANN, Scott T. MOE, Susan M. SHEEHAN, Donald A. MCLEOD, Daryl M. SMITH all of Salt Lake City, Utah in the United States; and Methvin B. ISAAC, and Abdelmalik SLASSI of Mississauga, Ontario, Canada, by an assignment recorded April 2, 2002 at Reel 012758, Frames 0798-0800, have assigned their full and exclusive right in and to the invention set forth in U.S. Application Serial No. 10/076,618 filed February 19, 2002 and entitled HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUMATE RECEPTOR ANTAGONISTS to: NPS Pharmaceuticals, Inc., 383 Colorow Drive, Salt Lake City, Utah 84108 United States of America, this present address of NPS Pharmaceuticals having changed from 420 Chipeta Way, Salt Lake City, Utah, USA;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned acting with proper authority on behalf of NPS Pharmaceuticals, Inc., 383 Colorow Drive, Salt Lake City, Utah 84108 United States of America (hereinafter referred to as "ASSIGNOR") hereby sells, assigns, and transfers, unto

AstraZeneca AB  
SE-151 85  
Södertälje, Sweden

(hereinafter referred to as "ASSIGNEE") its successors and assigns, equal, undivided and joint 50% exclusive rights, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to:

**HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUMATE RECEPTOR ANTAGONISTS**

as set forth in this United States Patent Application Serial No. 10/076,618 filed February 19, 2002, as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for above-identified invention or inventions and all improvements and modifications thereof, including but not limited to the list of applications shown in Table A below, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

TABLE A

| <b>Application #:</b> | <b>Filing Date</b> | <b>Country Code</b> |
|-----------------------|--------------------|---------------------|
| 2002306517            | 19-Aug-2003        | AU                  |
| PI0207390-0           | 20-Aug-2003        | BR                  |
| 2,438,991             | 20-Aug-2003        | CA                  |
| 2221-2005             | 31-Aug-2005        | CL                  |
| 02808416.0            | 19-Feb-2002        | CN                  |
| 03071563              | 20-Aug-2003        | CO                  |
| 02787093.0            | 19-Sep-2003        | EP                  |
| 04103079.4            | 30-Apr-2004        | HK                  |
| W-00200301831         | 18-Sep-2003        | ID                  |
| 157,491               | 20-Aug-2003        | IL                  |
| 01328/DELNP/2003      | 21-Aug-2003        | IN                  |
| 1252/DEL/2003         | 10-Oct-2003        | IN                  |
| 6922                  | 20-Aug-2003        | IS                  |
| 2002-567930           | 19-Aug-2003        | JP                  |
| 10-2003-7010972       | 21-Aug-2003        | KR                  |
| PA/a/2003/007513      | 21-Aug-2003        | MX                  |
| 20033711              | 19-Feb-2002        | NO                  |
| 527691                | 19-Aug-2003        | NZ                  |
| 1-2003-500762         | 12-Aug-2003        | PH                  |
| P-369598              | 20-Aug-2003        | PL                  |
| 2003128535            | 22-Sep-2003        | RU                  |
| 200305450-9           | 19-Aug-2003        | SG                  |
| 2003088019            | 27-Aug-2003        | UA                  |
| 60/269,847            | 21-Feb-2001        | US                  |
| 10/076,618            | 19-Feb-2002        | US                  |
| 10/699,563            | 03-Nov-2003        | US                  |
| PCT/US02/04689        | 19-Feb-2002        | WO                  |
| 2003/6493             | 20-Aug-2003        | ZA                  |

ASSIGNOR HEREBY AUTHORIZES ASSIGNEE to file patent applications in any or all countries on the above-identified invention or inventions in the name of the undersigned or in the name of ASSIGNEE or otherwise as ASSIGNEE may deem advisable under the International Convention or otherwise.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to

ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

| NAMES AND SIGNATURES OF ASSIGNOR  |   |                 |
|-----------------------------------|---|-----------------|
| NPS Pharmaceuticals, Inc.         | By: <u>Barton W. Giddings</u><br>Name: Barton W. Giddings<br>Title: Assistant Corporate Secretary | Date: 12-7-2005 |
| NAMES AND SIGNATURES OF WITNESSES |   |                 |
| Name: Leslie Lancaster            | Signature: <u>Leslie Lancaster</u>  | Date: 12-7-2005 |
| Name: Traci McFarland             | Signature: <u>Traci McFarland</u>   | Date: 12-7-2005 |

| NAMES AND SIGNATURES OF ASSIGNEE  |  |             |
|-----------------------------------|--|-------------|
| AstraZeneca AB                    | By: _____<br>Name: _____<br>Title: _____ | Date: _____ |
| NAMES AND SIGNATURES OF WITNESSES |  |             |
| Name: _____                       | Signature: _____                         | Date: _____ |
| Name: _____                       | Signature: _____                         | Date: _____ |

## **ASSIGNMENT – WORLDWIDE**

Whereas, the inventors, Bradford C. VAN WAGENEN, Thomas M. STORMANN, Scott T. MOE, Susan M. SHEEHAN, Donald A. MCLEOD, Daryl M. SMITH all of Salt Lake City, Utah in the United States; and Methvin B. ISAAC, and Abdelmalik SLASSI of Mississauga, Ontario, Canada, by an assignment recorded April 2, 2002 at Reel 012758, Frames 0798-0800, have assigned their full and exclusive right in and to the invention set forth in U.S. Application Serial No. 10/076,618 filed February 19, 2002 and entitled HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUMATE RECEPTOR ANTAGONISTS to: NPS Pharmaceuticals, Inc., 383 Colorow Drive, Salt Lake City, Utah 84108 United States of America, this present address of NPS Pharmaceuticals having changed from 420 Chipeta Way, Salt Lake City, Utah, USA;

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SE-151 85  
Södertälje, Sweden

(hereinafter referred to as "ASSIGNEE") its successors and assigns, equal, undivided and joint 50% exclusive rights, title and interest for the United States, its territories and possessions, and all foreign countries in and to this invention relating to:

**HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUMATE RECEPTOR ANTAGONISTS**

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TABLE A

| <b>Application #:</b> | <b><u>Filing Date</u></b> | <b><u>Country Code</u></b> |
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| 04103079.4            | 30-Apr-2004               | HK                         |
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| 01328/DELNP/2003      | 21-Aug-2003               | IN                         |
| 1252/DEL/2003         | 10-Oct-2003               | IN                         |
| 6922                  | 20-Aug-2003               | IS                         |
| 2002-567930           | 19-Aug-2003               | JP                         |
| 10-2003-7010972       | 21-Aug-2003               | KR                         |
| PA/a/2003/007513      | 21-Aug-2003               | MX                         |
| 20033711              | 19-Feb-2002               | NO                         |
| 527691                | 19-Aug-2003               | NZ                         |
| 1-2003-500762         | 12-Aug-2003               | PH                         |
| P-369598              | 20-Aug-2003               | PL                         |
| 2003128535            | 22-Sep-2003               | RU                         |
| 200305450-9           | 19-Aug-2003               | SG                         |
| 2003088019            | 27-Aug-2003               | UA                         |
| 60/269,847            | 21-Feb-2001               | US                         |
| 10/076,618            | 19-Feb-2002               | US                         |
| 10/699,563            | 03-Nov-2003               | US                         |
| PCT/US02/04689        | 19-Feb-2002               | WO                         |
| 2003/6493             | 20-Aug-2003               | ZA                         |

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ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including

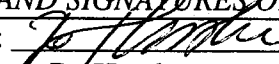
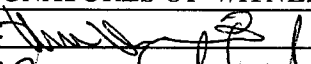

evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

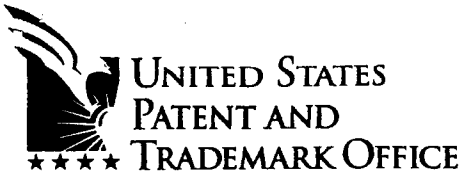
ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **BIRCH, STEWART, KOLASCH & BIRCH, LLP**, do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

| <i>NAMES AND SIGNATURES OF ASSIGNOR</i>  |            |       |
|--|------------|-------|
| NPS Pharmaceuticals, Inc.                | By: _____  | Date: |
|  | Name:      |       |
|  | Title:     |       |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |            |       |
| Name:                                    | Signature: | Date: |
| Name:                                    | Signature: | Date: |

| <i>NAMES AND SIGNATURES OF ASSIGNEE</i>  |  |       |
|--|--|-------|
| AstraZeneca AB                           | By:           | Date: |
|  | Name: Bo Hasslev   |       |
|  | Title: Director IP Finance & IS  |       |
| <i>NAMES AND SIGNATURES OF WITNESSES</i> |  |       |
| Name: Ann-Sofie Sternås                  | Signature:   | Date: |
| Name: Sonya Celebioglu                   | Signature:  | Date: |



JUNE 04, 2002

PTAS

Commissioner for Trademarks  
Arlington, VA 22202-3513  
www.uspto.gov

FOLEY & LARDNER  
STEPHEN A. BENT  
WASHINGTON HARBOUR  
3000 K STREET, N.W., SUITE 500  
WASHINGTON, D.C. 20007-5143



\*102049037A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 04/04/2002

REEL/FRAME: 012758/0798  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

VAN WAGENEN, BRADFORD C.

DOC DATE: 03/08/2002

ASSIGNOR:

STORMANN, THOMAS M.

DOC DATE: 03/08/2002

ASSIGNOR:

MOE, SCOTT T.

DOC DATE: 03/26/2002

ASSIGNOR:

SHEEHAN, SUSAN M.

DOC DATE: 03/14/2002

ASSIGNOR:

MCLEOD, DONALD A.

DOC DATE: 03/27/2002

ASSIGNOR:

SMITH, DARY L.

DOC DATE: 03/12/2002

ASSIGNOR:

ISAAC, METHVIN B.

DOC DATE: 03/05/2002

012758/0798 PAGE 2

ASSIGNOR:

SLASSI, ABDELMALIK

DOC DATE: 03/05/2002

ASSIGNEE:

NPS PHARMACEUTICALS, INC.  
420 CHIPETA WAY  
SALT LAKE CITY, UTAH 84108-1256

SERIAL NUMBER: 10076618

FILING DATE: 02/19/2002

PATENT NUMBER:

ISSUE DATE:

DOROTHY RILEY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

## ASSIGNMENT - WORLDWIDE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor has sold and assigned, and by these presents hereby sells and assigns, unto

**NPS PHARMACEUTICALS, INC.**  
**420 Chipeta Way**  
**Salt Lake City, Utah 84108-1256**

its successors and assigns, the entire right, title and interest, so far as concerns the United States and the Territories and Possessions thereof and all foreign countries in and to the invention in

### **HETEROPOLYCYCLIC COMPOUNDS AND THEIR USE AS METABOTROPIC GLUTAMATE RECEPTOR ANTAGONISTS**



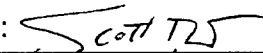



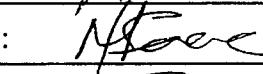
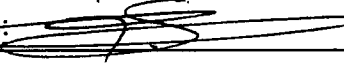

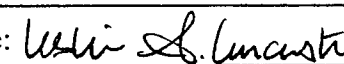
as set forth in this United States Patent Application

- ☐ executed concurrently herewith
- ☐ executed on \_\_\_\_\_
- ☒ Serial No. \_\_\_\_\_ filed February 19, 2002

said application for United States Letters Patent, including all divisional, renewal, substitute, continuation and Convention applications based in whole or in part upon said inventions or upon said applications, and any and all Letters Patent and reissues and extensions of Letters Patent granted for said inventions or upon said applications and every priority right that is or may be predicated upon or arise from said inventions, said applications, and said Letters Patent; said Assignee being hereby authorized to file patent applications in any or all countries on any or all said inventions in the name of the undersigned or in the name of said Assignee or otherwise as said Assignee may deem advisable, under the International Convention or otherwise; the Commissioner of Patents and Trademarks of the United States of America being hereby authorized to issue or transfer all said Letters Patent to said Assignee in accordance herewith; this assignment being under covenant, not only that full power to make the same is had by the undersigned, but also that such assigned right is not encumbered by any grant, license, or other right theretofore given, and that the undersigned will do all acts reasonably serving to ensure that the said inventions, patent applications and Letters Patent shall be held and enjoyed by said Assignee as fully and entirely as the same could have been held and enjoyed by the undersigned if this assignment had not been made, and particularly to execute and deliver to said Assignee all lawful documents including petitions, specifications, oaths, assignments, invention disclaimers, and lawful affidavits in form and substance which may be requested by said Assignee, to furnish said Assignee with all facts relating to said inventions or the history thereof and any and all documents, photographs, models, samples or other physical exhibits which may be of said inventions, and to testify in any proceedings relating to said inventions, patent applications and Letters Patent.

ASSIGNMENT - WORLDWIDE  
Attorney Docket No. 085747/0207

The undersigned hereby grant the firm of **FOLEY & LARDNER** the power to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

| NAMES AND SIGNATURES OF INVENTORS |   |                      |
|-----------------------------------|---|----------------------|
| Name: Bradford C. Van Wagenen     | Signature:    | Date: March 6, 2002  |
| Name: Thomas M. Stormann          | Signature:    | Date: March 8, 2002  |
| Name: Scott T. Moe                | Signature:    | Date: 3-26-02        |
| Name: Susan M. Sheehan            | Signature:    | Date: March 14, 2002 |
| Name: Donald A. McLeod            | Signature:    | Date: 27 March 2002  |
| Name: Daryl L. Smith              | Signature:    | Date: 12 March 2002  |
| Name: Methvin B. Isaac            | Signature:    | Date: 5th March 2002 |
| Name: Abdelmalik Slassi           | Signature:   | Date: March 08/2002  |
| Name:                             | Signature:  | Date:                |
| Name:                             | Signature:  | Date:                |
| NAMES AND SIGNATURES OF WITNESSES |   |                      |
| Name: Leslie S. Lancaster         | Signature:  | Date: 8 March 2002   |
| Name: Leslie S. Lancaster         | Signature:  | Date: 27 March 2002  |

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Bradford C. Van Wagenen (March 8, 2002)  
 Thomas M. Stormann (March 8, 2002)  
 Scott T. Moe (March 26, 2002)  
 Susan M. Sheehan (March 14, 2002)  
 Donald A. McLeod (March 27, 2002)  
 Daryl L. Smith (March 12, 2002)  
 Methvin B. Isaac (March 5, 2000)  
 Abdelmalik Slassi (March 5, 2002)

Additional conveying party(ies)

NO

## 2. Name and address of receiving party(ies):

NPS PHARMACEUTICALS, INC.  
 420 Chipeta Way  
 Salt Lake City, Utah 84108-1256

## 3. Nature of conveyance:

ASSIGNMENT

Execution Date:

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## 4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

10/076,618

B. Patent Number(s):

Additional numbers attached? NO

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Stephen A. Bent  
 FOLEY & LARDNER  
 Washington Harbour  
 3000 K Street, N.W., Suite 500  
 Washington, D.C. 20007-5143

## 6. Total number of applications/patents involved:

1

7. Total fee (37 C.F.R. § 3.41): \$40.00

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